The poor young woman, however, soon learned that whatever the man to whom she was joined might be as a Methodist and Sunday-school teacher, that as a hasband he was a brute. She suffered not a little, but she suffered silently, rather than lay her burden upon her friends. Stephenson gave her no support, though till recently his wages from his trade were large. Where the money went was to her then a problem which subsequent circumstances unraveled. At length work failed him, and about a fortnight since he, one afternoon, left her at a sister's house, saying that he was going to New-York to look for work, but would return shortly. She has never seen him since. When late that night she returned to her own home, she found a note from him saying that he was going to Hartford. The abruptness of his departure, and some other circumstances, led her to make inquiries, and the estounding result she reached, partly from the acknowledgments of his own relatives, was, that for some years before he had met her, he had lived with other women, one of whom claimed to be his wife, and by another of whom I e was the father of a child. She learned that during the Summer, while she was absent at her grandfather's in the country, he had been living with and supporting one of those women, and that with her he had gone to parts unknown. Other facts in his history had been gradually revealed to her, which it would have been well had she known a year earlier. Mr. G. W. Stephenson, the Sunday-School teacher and member of the Second street Methodist Church, had been well known in Philadelphia as a prize-fighter by the name of Adams; she had seen that his kody bore marks of many a desperate encounter, and she very well knew from his conduct that he was anything but what he represented himself to be. She was nevertheless appalled at this new calamity which made her a widow while still a wife, and by position a maid, though still we ided. Her only hope now is that the law may set her right as far as it can, and wipe off as far as possible the stain that has been made to attach to her name by her connection with a secundrel. And she hopes that other young girls-she is not yet twenty-may be saved from his arts by the publicity which is given to her misfortund?

Stephenson is only about 21 years of age, and wherever he goes, under whatever alias, he may be known by the letters G. W. S. imprinted indelibly upon his right arm. Our Philadelphia papers may throw out a warning against him under the name he assumes

ARREST OF A STOREKEEPER CHARGED WITH ARson.-Yesterday afternoon, Capt. Weed of the Second Precinct Police apprehended Simon Galinger, charged with willfully and feloniously setting fire to his store, No. 40 John street, with intent to defraud the Lenex Insurance Company. It appears from affidavits taken before Justice Welsh, that on the evening of the 13th of October inst., about 6 o'clock, Mr. Galinger, in company with his errand-boy, left the store. The key had been placed on the outside, and the door was ready for locking, when Mr. Gallager said to the boy. "Hold on," or "Wait a minute," and then returned into the store. The boy, however, immediately left, and did not see Mr. Galinger again that night. As the boy passed the corner of Fulton and Pearl streets, the clock in the jewelry store under the United States

Hotel indicated 5 minutes to 6 o'clock. Other witnesses testify to the discovery of the fire at about 6 o'clock, and that it was found burning in a bex containing waste paper under one of the counters. The fire had burned and charred the inside of the box oftom part of the counter, and had destroyed in part some boxes of ribbons which stood upon the counter. Fire-Marshal Baker was at the premises shortly after the fire was extinguished, and sent a messenger to Mr. Galinger to inform him about the fire, and desire him to come to the store immediately. The messer ger and Mr. Galinger returned to the store, when the Marshal asked Mr. Galinger to state what be did prior to leaving the premises that evening. Mr. G. then stated that, ju t as he was about leaving, he returned for a bottle of wine, which he had bought and put into the desk back of the store, in order to take it home to his sick wife; that he went behind the large desk, took a match from one of the drawers. stepped back in front of the desk to about where the burning appeared, and lighted the match by his cigar. Having taken the bottle of wine from the desk, he threw down the match at about the same spot where he lit it, and then came out into the street. After getting as far as Hudson street, he recollected that he had forgetten the bottle of wine, notwithstanding that he expressly reëntered the store for it, but then thought he would not return for it. The bottle of wine was rolled up in a newspaper on the counter, between the street door and the spot where the fire occurred. The business firm is S. Galinger & Son, dealers in ribbons and nillinery goods. There was an insurance of \$20,000 on the stock, divided as follows, viz: Mechanics' and Traders', \$2,000; United States, \$2,000; Washington, \$1,000; Lenox, \$2,500; Manhattan, \$2,500; Ætna of New-York, \$2,500; Empire City, \$2,500, and People's \$5,000. Mr. Galinger on the day after the fire sent to the Lenox Insurance Company a written notice, setting forth their estimate of loss by the fire to be about \$2,000. The damage and loss was subsequently appraised by a Committee of the Insurance Companies and Mr. Galinger & Son. It amounted to \$400, and that sum Mr. Galinger agreed to take. The testimony further shows that both Mr. Galipger and his son were detected (on the day following the fire and before the Insurance Companies had examined the burned property) placing undamaged goods among damaged goods, which lay on the counter. The above are the main facts in the case. Mr. Galinger was required by Justice Welsh to procure bad in the sum of \$3,600. Mr. Isidore Bernhard of No. 50 St. Mark's place, gave the re quired bond, and Mr. Galinger was liberated from

More Counterpear Money .- About two months age, one Benjamin Jones, alias John Jones, went to the stable of Michael McLaughlin, a dealer in horses, at No. 70 East Twenty-fourth street, and after a brief conversation invited the latter out to take a drink. The two men went int . a liquor store adjoining the stable, and in payment for the drinks ordered, Jones offered the barkeeper a \$10 bill, purporting to be of the issue of the Rockland Bank, Rockland County, in this State. The berkeeper being unable to change the bill, Jones asked McLaughlin to give him smal bills for it, which the latter did. About three days afterward, Mr. McLaughlin went to an exchange office, when the broker informed him that the bil above mentioned was a counterfeit. Subsequently McLaughlin met Jones twice, and told him about the bill, when the latter promised to give him good money as seen as he sold a borse and wagon. At the second interview McLaughlin threatened to have Jones arrested, but Jones said if he would let him go he would

return in half an hour. On Thursday afternoon, McLaughlin again met Jones at a grocery store, corper of Third avenue and Thirteenth street, and asked him for \$10. Jones said he would give it to him in three days. The two walked together up to Fifteenth street, where they met an old man named Tom Baker. McLaughlin here called upon Officer Loudon of the Eighteenth Precinct, and had Jones arrested. Previous to going with the officer, Jones took something rolled up in a piece of newspaper from his vest pecket, and handed it to "Tom," who backed up to a pile of lumber and stuck the parcel in one of the cracks. McLaughlin noticed the movement and told the officer, who drew out the parcel and found therein five \$5 counterfeit bills on the Gravite Bank of Boston, Massachusetts. While the officer was examining the bills Jones ran off, but was pursued and soon captured. Baker was also taken into castody, and with Jones locked up in the Station-House. Yesterday morning the parties were taken before Justice Quacterbush, when McLaughlin and the officer testified to the foregoing facts. Thomas Baker, who is 75 years of sge, made an affidavit setting forth that he met the parties abovementioned, when Jones handed him semething rolled in a newspaper, but he did not knew that said roll contained counterfeit money. He was not aware of its contents and had not been told by Jones. The magistrate committed Jones to prison for examin-

ation, and discharged Mr. Baker, the evidence against him being insufficient.

The accused is a native of England, 25 years of age,

The bills on the Granite Bank of Boston are struck off from the same plate got up for the Waubeek Bank, De Soto, Nebraska. In one corner is a likeness of Washington and in another the likeness of Henry Clay. In the center of the bill is engraved a double-decked steambout similar to those plying the western and southern waters.

The Supposed Child Munder Case.—Coroner Hills yesterday held an inquest at No. 355 West Twenty-sixth street, on the body of Mary Ann Stackpole, the child, three months old, who was supposed to have been killed by Patrick Stackpole, the father. and says he is a veterinary surgeon.

The bills on the Granite Bank of Boston are struck

pole, the child, three months old, who was supposed to have been killed by Patrick Stackpole, the father, who struck at his wife, but the blow, as was alleged, took fatal effect on the child. This version of the affair, it seems, is incorrect.

Mrs. Stackpole testified that after drinking a pint of beer on Tuesday evening she retired for the night with her infant child, an hour or two after which Stackpole came home much intoxicated. He wanted his wife to get up, but she at first refused, and shortly afterward, on jumping out of bed, she discovered that her child was dead, it having been suffocated. Stackpole and his wife had further difficulty, and an office; being called to the house, the charged Stackpole with killing the child. She testified to making the complaint while very angry, knowing full well at the time that her husband was innocent of anything except at-tempting to strike her. Dr. Rowe examined the body, on which he found no marks of violence. The Jury rendered a verdict of death by "accidental suffocation by being overlaid by its mother while she was stupcfied with beer." Stackpole was accordingly discharged from custody.

FATAL CAMPRESE EXPLOSION-TWO CHILDRES BURNED .- Another life has been sacrificed by the use of that dangerous mixture called camphene. On Thursday night a camphene lamp, owing to some mismanagement, exploded and dangerously burned George and Emcline Cheveene, the children of French parents, residing at No. 86 Franklin street. Dr. Bridden was called to attend them, but the boy, (four years of age), was found to be burned in such a horrible manner that it seemed next to impossible for him to recover. He continued to fail, and died yesterday afternoon. The Coroner was notified, and an inquest will be held.

THE SUSPECTED GAMBLERS' VICTOR.-It is stated that the description of the man murdered in the Broadway gambling establishment corresponds in many particulars with that of P. B. Middleton of Go-Orange County, N. Y., who came to this city about the 1st of September, to draw a check for \$2,700. Since that time nothing has been heard of his where-

PICKPOCKETS ABROAD .- During the meeting in the Park on Thursday evening, some adroit pickpocket relieved Mr. Edward Crofert of Connecticut of his wallet, containing \$470, chiefly in small bills. The thief, by means of a sharp knife or other instrument, managed to cut the pocket containing the wallet entirely out of Mr. C.'s clothes and escape before the loss was discovered.

REAL ESTATE.—The following sales of real estate

C I R C U L A R

D. DEVLIN & CO.

FOR WINTER, 1858.

We beg leave to call special strengths to the style and variety of garments composing our Winter stock of Ready-made Circling how exposed and on sale, first floor. It will be found that we have succeed our fabrics with great taste, and manufactured them with all the style of our best observed work, so that even our very lowest-priced garments have that stamp and character which distinguish them at once from the "slop style" that gives to every garment a stereotyped appearance.

In directing attention to our Merchant Tailoring Department, second floor, it is with great pleasure we amounce that the large increase of business in this department has compelled us to increase both the row in an assistants very much. The great popularity of the various cutters in this department is very generally known, for each one is perfect master in his line, whether of coats, of parts, or of vests, and we will have none other, cost what it may.

The variety of Cassineres, Cloths, Vestings, Overcoatings, &c., in this department was never so large not select.

We be a slae to call attention to our FURNISHING DEPARTMENT, which is largely supplied in all Winter Under Garments, Gloves, Robes, &c. Our manufacture of Shirts has become a very important branch of our business, as much so that we can scarcely meet the increasing demand for them all over the country.

TEAS.—THE CANTON TEA COMPANY have on band every variety of Teas, for Grobers and Tea Pealers and private families, Southong, Oolong, and Young Hyson from 25c, to 60c. All other qualities equally low. Also, 3.25 baxes good Family Tea for the Leal and examine at Xo. 125 Chatham-st., between Pearl and Econoccitists.

To the Editor of The N. V. Especia.

New-York, Ort. 22 1842. Sin: Nyself and friends not being satisfied with my defeat by a shu Morrissey, on Wednesday last, through sick-ness, which laid n " on my bed for six days previous to the day ness, which laid a "standy loss for six days previous to the day of fighting, and I on." met him on that day to prevent animal versions from himself a "this partisans, being totally unfit for the struggle; and to show tha "I wished to fight under all disadvantages, I waived my right to claim a terf-sodded ring, according to the Ist Art. of the new London Rules. I hereby challenge to the is Arr. or in the for \$5,000 a side on upward, and the Championship of America, in four or six months from the first deposit,

Jons C. Hersan.

[Asserthement.]
PARTIAL DEAFNESS AND DISCHARGES FROM

Or. ... the problem of a certificate, purporting to end note from him, and "Samot, three-give, be responsible for any alterning consequences resulting from restricts the problem of the problem of one of the none important of the ennes expet to re-repeated and resided with more than ordinary extended.

Destricts, noise in the bead, and all disagreeable discharge-from the results of the problem of the problem of the problem of the problem.

in the car, specially and permanently removed without easing least pain or inconvenience. A cure in all cases guaranteed ere malformation does not exist.

where mailternation does not exist.

Thirtees years' allow and elmost unflyided attention to this branch of special meatice, has enabled him to reduce his treatment to such a Gegree of success as is find the most confirmed and obstinate cases yield by a steady attention to the means prescribed.

f.

following testimonials are submitted with confidence, will show at least in what estimation his professional quantum are held by some of the most distinguished medical.

THE METALLIC TABLET STROP-Invented by

C.'s—GAS—GAS FIXTURES.—A large assort-ment of beautiful and entirely new designs will be found at our great Manufacturing Depot, No. 375 Broadway. The trade sup-plied at the usual terms.

AROMEN, WARNAR & Co.

LAW INTELLIGENCE.

THE CANCEMI CASE.

DECISION OF THE COURT OF APPEAUS-THE PRIS-ONER TO HAVE A NEW TRIAL.

COURT OF APPEALS.

Michael Cencend, plainted in error, sat. The People, defendants in error. BY THE COURT-STRONG, J .- The return to the writ

of error in this case contains a formal record of judg-ment, setting forth an indictment against the plaintiff in error, in the Court of General Sessions of the Peace is the City and County of New-York, for the crime of murder; the plea of the plaintiff in error traversing the indictment; the removal of the indictment into the of error in this case contains a formal record of judgthe indictment; the removal of the indictment into the Court of Oyer and Terminer of said City and Courty, and subsequently into the Supreme Court; the poster or certificate of the Justice who held the Circuit Court at which the trial of the indictment was, by a General Term of the Supreme Court in the 1st Judicial District, ordered to take place, and was had; the proceedings at the trial, showing that a verdict of guilty was rendered, and the judgment of the Supreme Court, at a General Term in said district, sentencing the plaintiff in error to the punishment of death. This record is signed by the four Justices of the Supreme Court, before whom, it is stated in the record, the General Term was held at which the judgment was given. A bill of exceptions, setting forth portions of the testimony, and several exceptions to rulings at the trial upon questions of evidence, is also embraced in the return, which, it is conceded on the part of the people, is to be regarded as a part of the record, and, as such, to be properly before the Court. The postea, embraced in the formal record of judgment, as above stated, shows that twelve jurors, whose names are given, were duly chosen, swon, and empanneled to try the indictinent; and afterward, on a specified day, the trial having been begun and duly continued to that day, rendered their verdict. The bill of exceptions states that the trial was before the Justice holding a Circuit Court and a jury thereof, called, empanin error to the punishment of death. This record is ing a Circuit Court and a jury thereof, called, empan-nelled and sworp, and that the jury found the prisoner

arors.

An order of the Supreme Court, at a Special Term in the First undictal District, duly certified by the Cerk, is next given, which An order of the Supreme Court, at a Special Term in the First Judicial District, duly certified by the Cierk, is next given, which recites the aforesaid certificate, in reference to the withdrawal of a juror, and states that the General Term ordered that the fact so certified should appear as a fifth reason for the motion in arrest of jeatment made by the prisoner; that this ground or reason for the motion in arrest of judgment should therefore he added in the form in which it appears. After which the order proceeds as follows. The motion to said to the record in this case the reasons in arrest of judgment cas thus amended), and also the reasons for a new triet, and also the reasons of an envirol, and also the reasons for a new triet, and also the reasons of the states of the proceedings on the arrahament of the prisoner for sentence, he, granted, and the same most be amore and to the record in this case, and be restlicted by the Cierk. It is further ordered that a certified open of the prisoner for sentence, he appears on the record."

The principal ground of error relied on in the case, appears only by that peritor, of the return which is additional insteady which peritor, of the return which is additional inster was not called for by the writ of error, and was imperiedly returned, and that it cannot be considered by the Court. It is necessary, therefore, at the outset, to determine the question, whether this matter is logally before the Court, and can be regarded in connection with the residue of the return, in examining and deciding in the case.

The Revised Statutes, vol. 2, p. 741, § 20 in an article relating

deaver to supply the best thing that can be produced for the money, whether it be course or fine, and to keep up our superior of syste and finish in every general we manufacture.

D. Devley a Co., Nos. 288, 260 and 260 Roadway.

Cotter Warten st.

[Advertisement.]

TEAS.—THE CANTON TEA COMPANY have on him every veriety of Tas, for Groeces and Toa Doalers and private finities. Southout, Olders, and Young Hyson from 25c, 600. Compawder and Imperial from 25c, of Family. Tea for the Court, or make a regime of the proposed of the Imperial from 25c, of Family Tea for the Court of the Court

a cause not fully presented in the record made up in the Court low, as n as be important to enable it to do so.

print, as n ay be important to enable it to us as.

If, then the matters in the return in the present case, which are objected to are to be viewed as suthranches of the recent which if they can not been returned, unique has been brought fore the count by certiforari, and considered in determining the race, there seems to be ne good reason why, being in the resulting as a figure seems to be ne good reason why, being in the resulting of came, and for which a writ of error which middle next, and for which a writ of error while, received assigned as the area of the main a besign decision. We do not like consider how in. In the case.

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The true legal view of the ret.

the case of Lord Dacre, thed in the Count of King's Bene the case of Lord Dacre, thed in the rein of Henry Will treason, strengly fortifies the conclusion above expressed, question in that case was, whether the primer might wais that by his peers and he trad by the country; and the judgment that he could not, for the statute of Mania Charta in the negative, and the presention was at the King's «Kelyng's Reports, 19.) Woodcoon, in his Lectures, vol. 356, says, the same was again resolved on he straightment Lord Andley, in the seventh year of the reins of Chartas I; at that the reason was that the mode of trial was not so properly pricilize O be a billy as part of the indispensable law of and, like the trial of commoners by commoners, enacted, attice deciated by Magna Charta. In 3 has, 30, the doctrine stated that a "nobleman cannot waive his trial by his peers an problems for the statute of Mana. stated that a "nobleman cannot waive his trial by his peers and put hinself upon the trial of the country, that is of tweive free holders; for the statute of Magna Charta is that he must be tried per pures and so it was resolved in Lord Dacres's case."

It is unnecessary to pursue this discussion for their; and it remains only to add, as the result of the foregoing views, that in the opinion of the Court the judgment below should be reversed and a view of the foregoing views.

SUPREME COURT-CIRCUIT-Out. IL-Before Judge

SUPREME COURT—GROUT—OF, IL—Scots Jongs
Balcow.

ALLEGED FALSE REPRESENTATIONS.

Action to recover for defendant's falsely and frauduculy representing to plaintiffs that fame. Harris was fit to be nuced to the amount of \$400. Defense that no defendant is indeed that presentations be made were true. The plaintiffs old goods to Harris of the value of \$455.29 on the failth of endant's representations. The Judge charged the July that if he defendant's representations were false the plaintiffs of recover if they were made in good failt when the defendant effects that the plaintiffs could be found if they were made in good failt when the defendant effects the reade in good failt when the defendant effects the reade in good failt when the defendant

PROMISSORY NOTES.

Win. Inglis egt. James N. Richerds impleaded.—
Action on a promissory note. Tried without a Jury. Judgment for plaintil for \$387 Judgment for plaintil for \$2880 M, subject to the opinion of the Court at the General Term. By consent of course the decision on the verial to be the same at the General Term as in another action heretofore tried between the same parties.

Isabella Grimes agt. Frederick E. Hale.—Complaint dismissed with costs.

dismissed with costs.

SUPPLIES.

Jountran T. Johnson art, William Harsell.

Action to recover of defendant as owner of the schoener Martha, for supplies amounting to \$19150, which the captain of the schooner obtailed of the plaining in this city. Defense that the captain had the entire counts) of the schooner, and was saining her on shares, the defendant to have half of her net earnings without being liable for any expenses, except half of her pet charges, and that the plaining have half of his retractionable to this arrangement between the defendant and the captain at the time he farmissised the supplies to the latter. By direction of the Judge, the dury found a verific for the defendant. Thermas M. Maybew art John Duncan and Wes. Stevens.

Action on a promissory note. Tried without a Jury.

Judgment for plaining for \$1,616 67.

DAMAGES FOR KILLING A FAST MORSE.

DANAGES FOR KILLING A FAST HORSE.

Peter Morrison sgt. The N. Y and N. H. Rahread Co.

Action to recover the value of a fast mare, which
was killed on the defendants railroad in the Towa of Ry. In
Westchester County, in September, 1856. The mare was kept
in a pasture adjoining the railroad, upon the farm of Exrebian
Wetmore.

it a pasture adjoining the railroad, upon the farm of Arrenhan Weimote.

The plaintiff gave evidence which tended to establish that The plaintiff gave evidence which tended to establish that the remain thereof the mare escaped and went upon the that by remain thereof the mare escaped and went upon the trade of the step of the tendence and went upon the trade of the step of the defendant save evidence worth from \$1,500 to \$2,500. The defendant save evidence worth from \$1,500 to \$2,500. The defendant severe evidence that the fence was sufficient; and destricted that the Jury should infer from the evidence that Wetstore of this servant left the bars down between the failroad and the pasture in which the mare was kept and that the mare went through the har-way upon the road.

The Jury brought in a scaled verdict this morning in favor of the plaintiffs for \$600 damages.

Peter Gilsey agt. George H. Wooster.—Tried by the Ceurt. Judgment for plaintiff for \$407.75.

John Butler agt. Edgar M. Smith.—Tried by the Court. Judgment for plaintiff for \$479.75.

John W. Fant agt. George Kellock and John Kellock.

Defebdant's motion to set assis indement granted.

Cost of the motion \$10, to be received by the successful party to the action. Defendants have ten days in which to answer the complaint. John W. Four and Louis W. Four agt. Geo. Relieck and John

The same order as in the above case,

Before Judge Ingraham.

Charles H. Frost agt. Glimere and others.

This metion must be denied—Frost. Recause Bernstein 20 20 utterest in the property mortgaged to entitle him to be subrogated to the rights of the people.

Second Berames Koom, who claims to be the aware of the alty of codempton, is not entitled to be subrogated to the high is of the people as mortgager. He stands in the same position and Glimere did while he was owner, and must pay the left.

rish as Gimore did while he was owner, and must pay the their. Third. Because the Court should not interfere between little of the course of action, so as to give to either an advantage over the chor in presenting their claims.

Furth: Because such relief should not be given on mation, but only in an action brought for the purpose, in which all interested can be made paythes. Mother demonstrated with the corder of August 60, was to stay proceedings in the order of August 60, was to stay proceedings until the case was settled. It appears to have been eithered differently in the order of August 60, was to stay proceedings until the case was settled. It appears to have been eithered differently in the order of August 60, was to stay proceedings until the corder of August 60.

The time for settling the case has been fixed at twenty days from notice of judgment and by the order of Judge Sutherland that time was extended twenty days.

There is no need of interfering with the order prior to the settlement of the case.

After the case is settled the stay of proceedings is vacated unless the defendant files an undertaking on the appeal in the sum of \$\ddots\$, 100.

less the defendant files an undertaking on the appeal in the sum of \$\pm\$4.50. Before Judge E. Danwis Seites.

FALSE REPRESENTATIONS—THE LAW REQUIRES MEN TO SPEAK THE TRETIS.

Thomas J. Whiteenb and one is art. Thomas J. Saisman and Cyrus D. Booth.

If the plaintiffs are to be believed in the affidavit muse by them, the defendant Saisman obtained the delivery of the goods for which his action is fought by a false representation in regard to the person of his partner Booth. So far as there is my conflict between the affidavits in regard to what took place at the time of the sale of the goods the halance and weight of estimanty is dealy in favor of the plaintiffs in the propertion of filtre to one. The plaintiffs say in their addiction, that one of their initial partner of the Mr. Booth, who was the calline of The Glassian Free Leenaccut, and "who had been arrested on account of some difficulty connected with establishing of liberating

cois cice in this particular. The motion to discharge the evaluated sure is the case.

MOTION TO DISCHARGE CREEK OF ARREST.

Henry G. Scadder agr. James T. Barres.

From the statement of the referres area; updauying the evidence returned by him, which i think is fully eargained by the evidence returned by him, which i think is fully eargained by the evidence. I think it fully established that the defendant analyboth the verbal and written representations in regard to the circumstances claimed by the polantid. The verbal representations are the only one pin which the order of arrest could be easiened, nothing being duct the plaintide for the goods purchased upon the faith of the written representation: "I own perfectly good and responsible for an the goods I may purchase. I am in Jercey City, the house and lots in which I am living, which I yake at between five and six thousand, and I consider this good and a "cheen to ask goods I may buy. I also own real extate in Williamss, the way goods I may buy. I also own real extate in Williamss, the area fain depends upon the establishment of the allegation in the language of section 179, sub-divisions that "the defendant has been guity of a fault in contraction; the objection for which the contraction for allegation to a bulgation for which the cation is brought." The representation that the defendant "was perfectly good the establishment of the elegation in the language of section 179, sub-divisions that "the defendant has been guity of a fault in outraction; the property of the property of the contraction of the contract

tepresentation that the defendant "was perfectly good possible for all goods he might purchase," in plies, taken ection with the whole statement, that he had sufficient

in connection with the whole statement, that he had sofficient property, over all debts and liabilities, to pay any doth he might have in pro-charing such goods.

The detendant, a short time after these representations (the last written statement being made on the 1'thof February, 1838).

be written representations of the 19th February were equally despited.

But the referre then adds "My impressions from the evidence are that free defendant did not owe Hammab Smith." In another, part of his report, for referre, in stating the facts in segard to this sale to Hammab Smith, aves, "Hammah Smith, aves, "Hammah Smith paid him no money when she took the deed. The defendant's account of it is test he was her debtor, and that the conveyance was made to her in powerent of that indebtodiums."

The referree timbs the defendant unstaken in this testimony, that he "cid not one Hammah Smith." The defendant has swear falsely in his account of the transaction, and therefore his original representation was not outlet the seferce substaken. The defendant sheeld not be exceeded from the original found on the ground that he has been suity of false awearing in statements of the matner and the consideration upon which he disposed of his property. The herder was upon him to explain how his original representation could be true, and he shows under out that it was in far false. I think he should be held to speak the truth nation out, and the substantially satallished not limit from it in the representation could be true, and he shows under out that it was in far false. I think he should be held to speak the truth nation out, and this substantially satallishes this original from in contracting the cost. It may be flust the referree is right, and his substantially satallishes it to be plaintiff. But it is disposed only his contracting the debt to the plaintiff. But it is disposed of his property rather than in contracting the debt to the plaintiff. But it is disposed of his property to avoid its payment, and sought to cover over the transaction by folse awearing.

It think the defendant entirely falls to show that his represent.

y false swearing.

I think the defendant entirely falls to show that his represennations were true at the time, and that the debt was not fraudulently contracted, and the referce is mistaken in his con-clusions in this part, and his report should be disaffraned, and the motion to disaffrare the defendant from arrest denied, with ±10 costs. Motion denied with ±10 costs.

SUPREME COURT-CIRCUIT-Oct. 22.-Before Judge

SUPREME COURT-CERCUIT-OCT. 22.—Before Judge
Jesseph Felds agt. Felicita Vestvali and Henry Vestvali.
The detense in this case opened yesterday. Julian Allen was called, and testified that he was acquainted with the parties: In letter from plaintiff was produced and identified; plaintiff had called at winters's after several times, and witness had salled on plaintiff, who was a watch-maker, several times, but had never seen any one at work there; plaintiff was never the upent of the Vestvalis, had a conversation with Felds, in which he (Felds) had said that he acted only as a friend of the defendants that as a subsequent conversation with Felds, in which he (Felds) had said that he acted only as a friend of the defendants that as a subsequent conversation Felds told witness that he had been paid in full for all his disborrements, but that he capseided Mr. Vestvali would give him a damont ring, and that if he did not do so the plaintiff would see him on a presented claim for service as agent, and tent it would out the defendants more than the ring was worth; subsequently, Felds offered to settle if the lawyer's egent, and tent it would out the defendants more than the ring was worth; subsequently, Felds offered to settle if the lawyer's egent, and tent it would out the defendants more than the ring was worth; subsequently, Felds and told him that Henry Vestvali had found faint with him for laying out so mean money for the defendants, witness had never offered to compounds with juintiff on behalf of defendants, had never seet. Vestvali at plaintiff's store.

The foreman in Mr. Allen's store was called, and corroborated that gettlemant's elatement.

A letter was moditured.

The foreman in Mr. Allen's store was called, and correspondent that get licronal's statement.

A letter was produced, in the handwriting of Felds, which recites that he was strry that defendants had dispensed with his services; that he had done much commission business for them, but this he would not do it among that he had deart them \$200, which he expected to be repaid, and that he thanked them for their sincere and continues favor. Defense here closed.

Mr. Felds heing resulted, denied the hand writing of the letter produced, and said he always wrote to Vestvall in German. He denied ever seming a letter to Allen.

Mr. Beakman testified that he had received the letter in question from Vestvall.

Mr. Ctarifield summed up for the defense, and ex-Judge Pusilips for plaintin, and after heaving the charge of the Judge, the Jury retired, and the Court adjourned.

This morning the Jury brought in a scaled verdict for plaintiff

retired, and the Court adjourned bening the Jury brought in a sealed verdict for plaintiff

Before Judge Balcom.

Before Judge Balcom.

FROMINGORY SOTIS.

Robert Prince agt. Col. S Buchsan and Channey Kümer.

The was no action on four promissory notes, mounting to \$45.50, made by the defendant so partners under to runs of Businsan & Kimer. The defendant Kimer set pite defense that the notes had seen gold by the plaintiff as nearly of the defense that the notes had seen gold by the plaintiff as to be a few of the defendant Buchsans, and the plaintiff was not the defendant Buchsans. the correction to the notes of a correct of the notes are charged the Jury, that if the plaintiff paid the rich notes the money due on them without saying about purchasing the notes at the time of making cost, it was a actionation of the notes, and no asbecture in the notes and the plaintenent could review them so as to extint the plainting that the plainting the plainting the plainting the plainting that t

anything about porcheaing the notes at the same of making about prement, it was a satisfication of the notes, and no subsequent arrangement could revive them so as to entitle the plaintiff to recover on them against the defendant Kilmer.

The Juny save a verifulation to defendant.

B. W. Burke for plaining, Capron & Lake for deft Kilmer.

Refore Judge CLERKE—COT. 21

THE GLASS BALLOT BOXES.

Englands Wond agt, J. W. Freeman et al.

This was monther phase in the famous glass hallother as a continue of the continue of the defendant, who had contracted to dealers them in good order; but not having dime so, the planning claimed characteristics of the defendant, who had contracted to dealers them in good order; but not having dime so, the planning claimed characteristics. On the case being easied that week, it was postponed, on account of the absence of Mr. Nord, thit this morning, when as Recorder Smith, of counsel

John P. Kans agt. Jersmish Vandrelde.—Tried by the Court. Judgment for plaintiff for \$127.57.

Philip Nun-boum agt. Augustus Johnson.—Tried by the Court. Judgment for plaintiff, that he recover possession of formittees in question, and stated that he believed Mr. John and interactions by defendant.

Alex. Dennistons agt. Austin E. Thaver.—Tried by the Court. Judgment for plaintiff for \$1,20 fb.

Thomas J. Easterbrook and others, exceptors, agt. John Benson.—Tried by the Court. Judgment for plaintiffs for \$1,20 fb.

Thomas J. Easterbrook and others, exceptors, agt. John Benson.—Tried by the Court. Judgment for plaintiffs for \$1,20 fb.

Cornelius Dubois et al. agt. Henry Syme et al.—

In Character of the defendant, opposed the spilitestion, and stated that he believed Mr. John and interactions the fully postported the case will be considered to the spilitestion, and stated that he believed Mr. John and interactions the pulling postported the case will be considered to the spilitestion, and stated that he believed Mr. John and interactions the fully postported the case will be considered to the spilitestion, and stated that he believed Mr. John and interactions the fully postported the case will be considered to the spilitestion, and stated that he believed Mr. John and interactions the fully postported the case will be considered to the spilitestion, and stated that he believed Mr. John & After some further discussion the Judge postported the case will be considered to the spilitestion, and stated that he believed Mr. John & John &

Olis Boyden agt. James Berry.—Order for judgment granted.
Cornelius Dubois et al. agt. Henry Syme et al.—
Metion deried, with \$10 costs.

Special Term.—Before Judge Supuraland.
Financial Operations—The Energy Law.
Decrance Davia att John B. Marray and others.
This action we have alrendy alluded to, being brought to recover from Mr. Morray. Messrs. Daniel Cartis & Co., J. W. Elwell & Co., Dugan & Leland, and McCready, Mott & Co., certain railroad bonds, upon which the plaintiff alleges he borrowed money upon usurious agreements for interest. We stated on Tuesday that the rate alleged was 25 cents on the dollar, which was rate alleged was 25 cents on the dollar.

usurious agreements for interest. We stated on Tuesday that the rate alleged was 25 cents on the dollar, which was an error, the alleged rate being 25 cents on the stole (1 per cent a day). The case will be probably summed up to merrow. We make this correction in justice to the defendants.

SUPERIOR COURT—OCT. IL—Before Judge Pirrareove Instrumed to Teneral States of the Section of the state of the state

Absect to the opinion of the General Term.

Special Tann-Before Judge Hoppman.-Decisions.

Tracy et al. agt. Wines.-New trial granted on page. which costs.
Wood agt. Libby.—Order to be settled.

COURT OF COMMON PLEAS CHAMBERS - Oct. 12 -Before Judge Daly,
ALLEGED ASSOCITION OF A GIRL FIFTEEN TRANS OF

ALLEGED ASCICTION OF A GIRL FIFTEEN TEARS OF AGE.

In the Matter of the Petition of Robert D. Dwyer.

This is a stratege case. Mr. Dwyer obtained a writ of habeas corpus on a petition stating that Susanna Kuthleen Dwyer, life daughter, aged 15 years, but been abducted, and was now restrained of her liberty and prevented from coming to him by Thomas Augustas Kellw and Frances Grace Helen Dwyer, her sister. Some the transport of the transport of the purpeas of science to the mouth of October, 487, Susanna was on board a scamboat at this city, with her father, for the purpeas of going to the their residence of her father, at mutridge port. Massachusetts, whose Kelly camoon board, and by force and violence abducted Susanna, with the knowledge and combrance of hier sister Frances, who is 30 years of age. The father alleges, upon information and belief, that Susanna was afterward seduced by Kelly, and he desires to obtain possession of her for the purpess of removing her from the assertations with which she is now connected. Kelly's residence is in the Sixth avenue, near Forty-ciphth street, and the father says that Frances Grace Helen Dwyer, the sister of Susanna, is bring with said kelly. All the parties were in Court this morning, Kelly put in a return to the writ, denying that Susanna was any was fine any way restrained of her liberty, and stating that "" " " " to to go where she list."

Taily developed Kelly feels confisent that his character will be yillicated.

Geo. Terwilliger for petitioner: Arminus Eagen for respondent.

Reform Judge Brauv.

Thomas Ransoni, Beymond French and Philo B. Buckingham ext. John C. Wheeler.

Action to recover thomey on four accommodation checks, drawn on the Bank of North America in favor of Harvey Peek, who negotiated them, as to charged by the defendants, as collecter at loss did Bank, receiving the amount thereof in the uncurrent hills of said bank, and carresting to keep such an amount of said bills in circulation at his owill expense, and to pay six per cent interest on the loan until paid. When the injunction was issued, engining further issue of bills of said bink, these checks, with other assets, fell into the plaunitificated, who were then appointed receivers, and hence the suit.

The defendants allege that such an agreement between said former-lieut, and that, therefore, said checks are void, being the basis of a part of the transaction; also, that such usury, as alleged by lim, absolves them from liability.

The Judge reserved his donision.

MARINE COURT-Oct. 22.-Before Judge Thompson.

UNITED STATES COMMISSIONER'S OFFICE .- Oct. 22 -The examination of Macomber and others of the

he counsel.

Before Mr. Gro. W. Morroy.

Before Mr. Gro. W. MORTON.

ALLEGED REVOLT—DISCHARGED.

The United States agt. Edward Perry, second mate of ship Challenge.

This was a complaint preferred by the master against the second officer for an endeavor to make a revolt and incite the erew to multiy.

It appears by the testimony that the first officer and four of the crew deverted the ship while at one of the Quano Islands, at agint, that the second mate have of their intention and the time they left the ship, but neglected to inform the captain, who at the time of their desertion was askep in his onbic.

In the judgment of the Commissioner the effense did not careewithin the provisions of the act of Congress. The complaint

at the time of their describes was askep in his sable, In the bulgment of the Coum issioner the: flense did not come within the provisions of the act of Congress. The complaint was dismissed, and the defendant discharged from arrest.

Deputy-Marshal Theodore Rynders will sail to-day in the Cny of Battimore, for Liverpool, having in Me charge Jacob Egbert, who was arrested last week in this city for coamiting forgeties in Bavaria.

COURT OF GENERAL SESSIONS—FRIDAY—Before Recorder Barrara.

Murtha Sullivan, a rowdy of the Sixth Ward, was tried and convicted of an assault and battery on Peter Brown, sallor. Sentence reserved till co-morrow.

Maria Brenner was tried for an assault on Mr. Goldamith, at No. 189 Chambers street, on May 10. She was acquitted. John O'Brien was tried for an assault and battery and acquitted. These three cases occupied the entire day.

The Jury in the case of Dr. Gallardet found a verdlet of guilty. The Doctor will not be sectenced this term, as Mr. Asluncad, his counsel, has prepared a bill of exceptions to take to the Supreme Court, in order, if possible, to get a new trial. To morrow will be the general sentence day of the Term.

KINGS COUNTY CIRCUIT COURT.—The Equity calendar will be called on Wednesday, Oct. 27, by Judge Lott, at 12 a. m., commencing at No. 24. Foredownes will be first heard, and then demotrers. All causes, including and after No. 24, will constitute the day calendar for that day. After the disposition of those causes (if there is time allowed), the calendar causes prior to No. 24 will be called and disposed of in their order.

BROOKLYN ITEMS.

AFTERNOON EXHIBITION AT BROOKLYN .- Dr. Boynton, as per advertisement, gives a brilliant series of experiments at the Athenseum, in Brooklyn, this afternoon at 3 o'clock. The admission for parents as well as children is but a dime each. Cheap enough.

LADIES' FAIR .- The ladies of the Church of the Visitation in Brooklyn are now holding a Fair for the the benefit of their Order, at Montague Hall, Brook. lyn. It is for the purpose of liquidating the debt of the Order, and closes this evening.

THE FIRE DEPARTMENTS .- The following appointments to the Fire Department have recently been made by the Commissioners: Engine No. 1, James White; No. 3, Richard Combs, J. H. Morrell, Peter Walters; No. 4, Wm. D. May, James Comet, A. F. Glover, John Nilham, Edward Dillow, No. 10, James Donn; No. 11, John Brooks; No. 12, H. E. Wheeler; No. 16, George F. Davis, No. 29, James A. Parker; Hose No. 3, S. B. Dawson.

Hose No. 3, S. B. Dawson.

ATTEMPTED OUTRAGE IN THE CELLS OF A STATION HOUSE.—Berrard O'Neil applied at the Station-House of he Fifth Precinct on Thorsday night to obtain todgings for a riend of his. His friend was put in the cells to lodge, and O'Neil afterward allowed to see him and give him some refreshment. While below he second a girl named Maria Kenneday, who was in one of the cells, and made insulting proposals to her, which she resulted, and called aspistance. O'Neil was locked up on a charge of being disorderly, and was yesterday morning discharged by Justice Fox.

ATTEMPTED SCICIDE.—Yesterday morning the officers of the Seventh Preclinet, Greenpoint, discovered a famile lying on the beach near the foot of Furman street in a state of insensibility and very west from exposure. She seem taken to the Station-House and Dr. Sneil called to attend her. She slowly reconvered, and was enabled to relate her history. She resided in Romewell street, New York, and some time last August was employed in a shirt manufactory in New York. She is the herance acquainted with the forement of the sloop, and was seduced by him. She contrasted a loathnome disease, and was colliged to leave that place, and since that had been in various places at work, but as short intervals. Being without money to proquire modical sld, she formed the resolution to end has expense and the proquire modical sld, she formed the resolution to end her expense.